

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BERNICE ADAMS,)	
)	
Plaintiff,)	
)	
vs.)	
)	
CAVALRY PORTFOLIO SERVICES, LLC, and)	
TABULA RASA INTERNATIONAL, LTD.,)	
)	
Defendants.)	

COMPLAINT

INTRODUCTION

1. Plaintiff Bernice Adams brings this action to secure redress from unlawful collection practices engaged in by defendants Cavalry Portfolio Services, LLC and Tabula Rasa International, Ltd. Plaintiff alleges violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (“FDCPA”).

VENUE AND JURISDICTION

2. This Court has jurisdiction under 15 U.S.C. §1692k (FDCPA), 28 U.S.C. §1331 and 28 U.S.C. §1337.

3. Venue and personal jurisdiction in this District are proper because:

- a. Defendant’s collection communications were received by plaintiff within this District;
- b. Defendant does or transacts business within this District.

PARTIES

4. Plaintiff Bernice Adams is an individual who resides in the Northern District of Illinois.

5. Defendant Cavalry Portfolio Services, LLC is a limited liability company chartered under Delaware law which does business in Illinois. Its principal place of business is located at 4050 East Cotton Center, Building 2, Suite 20, Phoenix, AZ 85040. Its registered agent

and office is CT Corporation System, 208 S. LaSalle Street, Suite 814, Chicago, IL 60604.

6. Cavalry Portfolio Services, LLC is engaged in the business of a collection agency.

7. Cavalry Portfolio Services, LLC has filed thousands of lawsuits in Illinois courts against Illinois residents.

8. During December 2011 alone, Cavalry Portfolio Services, LLC filed more than 170 lawsuits in the Circuit Court of Cook County, as well as other lawsuits in other Illinois courts.

9. Cavalry Portfolio Services, LLC uses the mails and telephone system in conducting its business.

10. Cavalry Portfolio Services, LLC is a debt collector as defined in the FDCPA.

11. Defendant Tabula Rasa International, Ltd. is a New York corporation with principal offices at 501 John James Audubon Pkwy., Suite 303, Amherst, New York, 14228.

12. Defendant Tabula Rasa International, Ltd. operates a collection agency.

13. Defendant Tabula Rasa International, Ltd., uses the mails and telephone system to conduct its business.

14. Defendant Tabula Rasa International, Ltd., is a debt collector as defined in the FDCPA.

FACTS

15. On June 8, 2011, plaintiff, through counsel, sent Tabula Rasa International, Ltd., a letter (Exhibit A) disputing a claimed debt and informing Tabula Rasa International, Ltd. that plaintiff was represented by counsel.

16. On June 28, 2011, Tabula Rasa International, Ltd., responded to counsel regarding the claimed debt (Exhibit B), stating that it was collecting an old judgment in favor of Cavalry Portfolio Services, LLC.

17. On or about January 3, 2012, Tabula Rasa International, Ltd., acting on

behalf of Cavalry Portfolio Services, LLC, sent plaintiff, directly, the letter attached as Exhibit C.

COUNT I – FDCPA

18. Plaintiff incorporates paragraphs 1-17.

19. Defendants violated 15 U.S.C. §1692c by contacting a represented party directly.

20. Section 1692c provides:

§ 1692c. Communication in connection with debt collection

(a) Communication with the consumer generally. Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with the collection of any debt—

... (2) if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer; ...

WHEREFORE, the Court should enter judgment in favor of plaintiff and against defendants for:

- (1) Statutory and actual damages;
- (2) Attorney's fees, litigation expenses and costs of suit;
- (3) Such other and further relief as the Court deems proper.

s/Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman
Cathleen M. Combs
James O. Lattuner
Tiffany N. Hardy
EDELMAN, COMBS, LATTURNER
& GOODWIN, L.L.C.
120 S. LaSalle Street, 18th Floor
Chicago, Illinois 60603
(312) 739-4200
(312) 419-0379 (FAX)
T:\26532\Pleading\Complaint_Pleading.wpd

NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

s/Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
120 S. LaSalle Street, 18th Floor
Chicago, Illinois 60603
(312) 739-4200
(312) 419-0379 (FAX)

EXHIBIT A

EDELMAN, COMBS, LATTURNER & GOODWIN, L.L.C.

120 S. LaSalle Street, 18th floor

Chicago, Illinois 60603-3403

(312) 739-4200

(800) 644-4673

(312) 419-0379 (FAX)

Email: info@edcombs.com

www.edcombs.com

June 8, 2011

VIA CERTIFIED AND REGULAR MAIL

Tabula Rasa International, Ltd.
501 John James Aububon Pkwy.
Suite 303
Buffalo, New York 14228

Re: Bernice Adams

Ladies/ Gentlemen:

Please be advised that we represent the above individual and that our client disputes the claimed debt(s) you are attempting to collect. Please provide any contract or agreement signed by our client and an account history showing how you arrived at the conclusion that our client owes the amounts claimed and when this alleged debt(s) was charged off.


Furthermore, you are hereby requested, as required by the Uniform Commercial Code, to provide proof that you or your principal is in fact the assignee of the debt(s) described above and that you are legally authorized to attempt to collect the claimed debt(s) from our client.

Unless and until such proof is furnished, we do not recognize any right on your part to attempt to collect any amount from our client through any means, including credit reporting, and you are advised that our client **refuses to pay** and requests **cessation of further communications**.

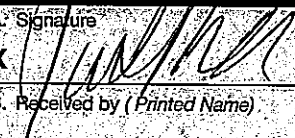
Any and all consents that our client may have given for communications to cellular telephones are hereby revoked.

Thank you.

Sincerely,



Daniel A. Edelman

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Tabula Rasa International</i> <i>501 John James Audubon Hwy</i> <i>Suite 303</i> <i>Buffalo, NY 14228</i>		B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

UNITED STATES POSTAL SERVICE

10 JUN 2011 PM 11

First Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

**LAW OFFICES OF
EDELMAN, COMES, LATTURNER
& GOODWIN, LLC**
120 SOUTH LASALLE STREET, 18TH FLOOR
CHICAGO, ILLINOIS 60603

257774X

EXHIBIT B



Tabula Rasa International Ltd.

501 John James Audubon Parkway • Suite 303 • Amherst, NY 14228
Toll Free (888) 882-9846 • Phone (716) 691-3555
Fax (716) 691-7665
E-mail: agency@tabularasainternational.com

Fax

REDACTED

To: Daniel Edelman From: TRI
Fax: 312-419-0379 Pages: 2
Phone: 312-739-4200 Date: 6/28/11
Re: [REDACTED] CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

• Comments:

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL(S) OR ENTITY(S) TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER OR INTENDED RECIPIENT. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURES, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS STRICTLY PROHIBITED AND MAY VIOLATE STATE AND/OR FEDERAL LAW(S). IF YOU HAVE RECEIVED THIS TRANSMISSION AND ARE NOT THE INTENDED RECIPIENT, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE TO ARRANGE FOR ITS RETURN. YOUR COOPERATION IN THIS MATTER IS GREATLY APPRECIATED.



Tabula Rasa International, Ltd.

501 John James Audubon Parkway, Suite 303, Amherst, NY 14228

Toll Free (888) 882-9846 Phone (716) 691-3555
Fax (716) 691-7665 agency@wefindeveryone.com

June 27, 2011

To Whom It May Concern:

We have received your letter regarding Bernice Adams. We have ordered the documentation and will send it over as soon as we receive it from our client. If you have any concerns or questions feel free to contact us.

Thank you,

David McDonald

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

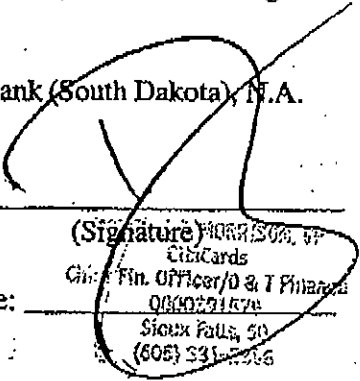
THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of August 31, 2005 between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Cavalry Investments, LLC, a limited liability company, located at 4050 E. Cotton Center Blvd., Bldg. 2, Suite 20, Phoenix, AZ 85040 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated August 31, 2005, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Section 1.2 of the Agreement.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility, except as provided in the Agreement.

Citibank (South Dakota), N.A.

By: _____

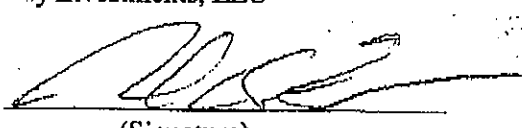
(Signature) 
Citibank
Ch. Fin. Officer/D & T Finance
0000291672
Sioux Falls, SD
(605) 331-2016

Name: _____

Title: _____

Cavalry Investments, LLC

By: _____

(Signature) 

Name: Michael S. Gordin

Title: CFU

ASSIGNMENT

The undersigned Cavalry Investments, LLC ("Assignor"), effective as of August 31, 2005, hereby transfers and assigns to Cavalry Portfolio Services, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee") without recourse and without representations or warranties, express or implied, of any type, kind or nature, except those contained in the Servicing and Management Agreement by and among Assignor and Assignee dated as of June 1, 2003, all of Assignor's rights to pursue collection or judicial enforcement of obligations under each of the Assignor's accounts purchased pursuant to that Purchase and Sale Agreement dated August 31, 2005, by and among Assignor and Citibank (South Dakota), N.A., including engagement of attorneys and commencement of legal actions reasonably required to enforce said obligations, for the consideration set forth in such Servicing and Management Agreement by and among Assignor and Assignee, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged.

This assignment of Accounts shall be governed by the laws of the State of New York without regard to the conflict-of-laws rules thereof.

ASSIGNOR:

Cavalry Investments, LLC

By: 

Name: Donald B. Strauch

Title: Executive Vice President

ILLINOIS JUDGMENT AND LIEN FILINGS

Debtor Information

Name: ADAMS, BERNICE S

SSN: [REDACTED]

Address: [REDACTED]
[REDACTED]
[REDACTED]

Creditor Information

Name: CAVALRY PORTFOLIO

Filing Information

Filing State: ILLINOIS

Filing Date: 6/27/2006

Amount: \$2,169

Eviction: NO

Filing 1

Filing Number: 06M1108440

Filing Type: CIVIL JUDGMENT

Filing Date: 6/27/2006

Filing Court: COOK LAW MAGISTRATE - CHICAGO

Filing County: COOK

Filing Office: IL

REDACTED

EXHIBIT C



Tabula Rasa International, Ltd.

501 John James Audubon Parkway, Suite 303
Amherst, NY 14228

Toll Free (888) 882-9846 Phone (716) 691-3555
Fax (716) 691-7665 agency@tabularasainternational.com

BERNICE ADAMS
[REDACTED]
[REDACTED]

1/3/2012

RE: Cavalry Portfolio Services LLC (formerly CITIBANK, N.A.)

Account Number: [REDACTED]

Account Balance: \$4,403.19

Settlement Offer: \$2,862.07

TRI#: [REDACTED]

The above referenced creditor has filed claim and has been awarded a judgment status against you. We realize that in these financial times it's difficult to make ends meet. We can help!

We can tailor a payment plan that fits your ability to pay! In addition to our flexible payment plans, we also have discount programs available.

Tabula Rasa International, LTD. knows times are tough so call today and we can develop a plan just for you. You may contact us at (888) 882-9846.

Tabula Rasa International, Ltd.

Make your check payable to: 501 John James Audubon Parkway

Suite 303

Amherst, NY 14228

****ALL PAYMENTS MUST COME DIRECTLY TO OUR OFFICE FOR PROPER CREDIT TO THE ACCOUNT. ****

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, MY CLIENT WILL ASSUME THIS DEBT IS VALID. IF YOU SO NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS FROM RECEIVING THIS NOTICE, MY CLIENT WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH JUDGMENT OR VERIFICATION. FURTHER YOU MAY REQUEST OF THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE TO SEND YOU THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, MY CLIENT.

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THIS DEBT.

Sincerely,

David McDonald